expectation that the appellant will abscond. Accordingly His Lordship allowed bail at $2,000/- in two sureties of $1,000/- each.

Application Allowed.

SEE YEOW CHENG v. TEO GUAN CHIANG.

[Orig. Civ. Juris. (Thorogood, J.) February 16, 1948]
[Singapore — Civil Suit No. 258 of 1947]

Partnership — Evidence of Partnership — Account — Whether accounts can be ordered where dissolution of partnership is not prayed.

In this case two issues were raised, viz. :—

(1) Was defendant, Teo Guan Chiang, a partner in the firm known as the "Overseas Laundry"?

(2) If the finding in the above is in the affirmative, is the plaintiff entitled to have an account taken as claimed?

As regards the first issue there was evidence by the plaintiff that on the withdrawal from the firm of Chan Weng Seng on the 30th September, 1946, the remaining partners, viz. the plaintiff and the defendant 'agreed to carry on'. An Account Book produced by the defendant and said by him to be the only book containing the accounts of the abovenamed firm corroborates that direct oral evidence. There was no evidence from the defendant.

Held, that defendant was a partner in the firm.

As regards the second issue, it was agreed that the plaintiff has had inspection over a period of six days of the Accounts produced. It was submitted for the defence that (a) inspection is all to which plaintiff is entitled, (b) no averment was made in the statement of claim and no cause has been shown why an order for accounts should be made, and (c) no sufficient reason is disclosed for departing from the old rule that a decree for an account between partners will not be made except when dissolution for partnership is prayed.

Held, that the in view of all the circumstances of this case the plaintiff has established his right to an account although dissolution of the partnership was not prayed.

PARTNERSHIP ACTION.

Sandy G. Pillay for the Plaintiff.

D. S. Marshall for the Defendant.

Thorogood, J. : — In this matter two issues were raised, viz :—

(1) Was defendant, Teo Guan Chiang, a partner in the firm known as the 'Overseas Laundry' ?

(2) If the finding on the above is in the affirmative, is the plaintiff entitled to have an account taken as claimed?

As regards the first issue, there was evidence by the plaintiff that on the withdrawal from the firm of Chan Weng Seng on the 30th September, 1946, the remaining partners, viz the plaintiff and the defendant 'agreed to carry on'. An Account Book produced by the defendant and said by him to be the only book containing the accounts of the above named firm corroborates that direct oral evidence. There was no evidence from the defendant. I find therefore that defendant was a partner in the firm.

As regards the second issue, it is agreed that the plaintiff has had inspection over a period of six days of the Accounts produced. It is submitted for the defence that (a) Inspection is all to which plaintiff is entitled, (b) no averment was made in the statement of claim and no cause has been shown why an order for accounts should be made, and (c) no sufficient reason is disclosed for departing from the old rule that a decree for an account between partners will not be made except when dissolution of the partnership is prayed.

It is admitted that defendant is still carrying on the business of a laundry. It is submitted for the defendant however that this present laundry business is under a different name and with other contracts but there is no evidence from the defence on that point. Plaintiff states on oath that the present business belongs to the partnership and that he is being excluded from the benefits of that business and further that the accounts of which he has been given inspection and which were produced at the hearing are incomplete. He does not ask for dissolution of the partnership but submits that there is every reason for relaxation of the rule cited by the defence.

Reference to the Account Book produced shows that the capital of the firm was $2,400 and that there were two partners up to the end of May, 1947, as alleged by the plaintiff, and that both plaintiff and defendant received salary up to and including that month. From June, 1947, onwards there is no mention of partners or reference to the capital but it appears that the profits continued to be divided by six. Prior to that month the two partners and four workmen were shown to have taken one sixth of the profits each. The only reference to plaintiff in the Account Book after May is in respect of money said to be 'mislaid and paid to Mr. See' in June. I presume that this Mr. See is the plaintiff. For some reason not disclosed, however, a new item appears in the Accounts for July and August in respect of cash carried forward and 'reserved for next month'. At the end of August the accounts which had been getting less and less detailed for some months finally ceased except for an item carried forward to the 1st September, 1947, which item apparently bears no relation to any item in the accounts for the previous

month. These accounts appear to be most unsatisfactory.

It is further agreed that towards the end of May, 1947, there was trouble between plaintiff and defendant. The certified copy of the report made by the defendant to the Police on the 27th May which is in the agreed bundle of correspondence produced, indicates the nature of that trouble.

In view of all the circumstances of this case I am of opinion that plaintiff has established his right to an account although dissolution of the partnership is not prayed. There will therefore be an order for taking accounts with leave to plaintiff to falsify and surcharge before the Registrar.

Order Accordingly.

SYED IBRAHIM BIN OMAR ALSAGOFF & ANOR. v. THE ATTORNEY-GENERAL.

[Orig. Civ. Juris. (Jobling, J.) December 19, 1947]
[Singapore — Probate No. 672 of 1947]

Mohammedan Law of intestate succession — Patron's right of succession to property of enfranchised slave — Patron's children's right derived through their father.

In or about the year 1890 Syed Omar Alsagoff lived at Jeddah in Arabia. While living there he purchased a slave boy one Salim Agha an Ethiopian by race and an eunuch. Soon afterwards Syed Omar manumitted the boy and gave him his freedom. At that time Jeddah and Arabia generally were within the territories of the Turkish Empire and the institution of slavery was legal by the law of Arabia. Later Syed Omar Alsagoff returned to Singapore bringing with him the freedman Salim Agha whom he then employed as a steward or Major domo. Syed Omar died in 1927 and Salim Agha died on the 1st January 1946 intestate. Salim Agha left no wife or children or other relatives. Syed Ibrahim bin Omar Alsagoff and Syed Ahmad bin Omar Alsagoff the sons of the patron, Syed Omar Alsagoff, petitioned the Court for a grant of Letters of Administration to them as the sons of the patron of the deceased intestate freedman. The Attorney-General entered a caveat against the Petition and the Court ordered that pleadings be delivered and that the matter do proceed as an action. Subsequently the parties agreed that the following points of law were raised in the Defence of the Attorney-General and could be heard and disposed of before the trial of the action namely whether assuming that the facts alleged in the amended Petition were correct the right to the estate of the intestate had or had not accrued to the Crown by escheat or as **bona vacantia**. Those questions of law were then set down for hearing under O. 26 r. 2(2) of the Rules of the Supreme Court.

Held, that by Mohammedan Law applicable to the Shafi sect or Madzhab the patron of an enfranchised slave has a right of succession to all the property of such enfranchised slave on his death intestate, by right of patronage in default of agnates. If the patron predeceases the freedman, the patron's agnates inherit the property in place of their deceased father.

Cases referred to :—

(1) *Santos v. Illidge* 141 Eng. Rep. 1404.

(2) *Buron v. Denman* 154 Eng. Rep. 450.

(3) *Madrazo v. Willes* 3 B & Ald. 353. Eng. Rep. 106.

(4) *Luther v. Sagor* [1921] 3 K.B. p. 558 per Scrutton L.J.

(5) *Dynamit Actien-Gesellschaft v. Rio Tinto Co.*, [1918] A.C. p. 299 per Lord Atkinson.

(6) *Sayad Mir Ujmuddin Khan v. Zia-ul-Nissa Benam & anor.* I.L.R. 3 Bom. 422.

APPLICATION FOR LETTERS OF ADMINISTRATION.

C. H. Butterfield for the Attorney-General.

John Laycock for the Petitioners.

The first proposition urged by the Crown is that rights arising out of a state of slavery cannot be recognised by the Courts of the Colony. There is no such rule of law, and no authority has been cited to support such a proposition. The authorities are clear and numerous and are all to the contrary. Dicey on Conflict of Laws 5th Edition pp. 536, 537. **Santos v. Illidge**(1), **Buron v. Denman**(2), **Madrazo v. Willes**(3). The rule is that the taking of property locally situated in a foreign country, in a manner lawful according to the laws of that country, depends for its validity on the local law of that country and will be recognised by the Courts of England or Singapore as lawful in the absence of any British law prohibiting the same. The ruling case of **Santos v. Illidge**(1) was decided in the year 1860 but it is still law and has been referred to with approval in **Luther v. Sagor**(4) and in **Dynamit Actien-Gesellschaft v. Rio Tinto Company**(5).

It is necessary to consider the effect of two English Statutes (not only one) 5 Geo. IV Cap. 113 and 6 & 7 Vic. Cap. 98. Both those Imperial Acts were of world wide application and were not confined to the United Kingdom, they were and are still law in Singapore. Both these statutes were considered in **Santos v. Illidge**(1). The case of **Sayad Mir Ujmuddin Khan v. Zia-ul-Nissa Benam & anor**(6) is purely a decision on Indian Act V of 1843 and is not in any way relevant unless the Crown can first show that Indian Act V of 1943 formed part of the law of Singapore on the 1st January, 1946. See p. 429 of **Zia-ul-Nissa's** case. Indeed from the judgment in the case it seems that but for that Indian Act the Indian Courts of the Privy Council would have given effect to the right of patronage in that case.

No doubt the Indian Act V of 1843 was at one time part of the law of Singapore but the Crown admits it was repealed in 1907 by Ordinance 33 of 1907. But if there were any doubt about the matter, S. 27 of the Mohammedan's Ordinance Cap. 57 puts the matter beyond doubt. This section was expressly enacted by Ordinance 26 of 1923 to apply the full provisions of the Mohammedan Law (**Shariat**) in the case of Mohammedan intestate succession in the Colony with the exceptions only which are specified in that section. If Indian Act V 1843 had been law in the Colony in the year 1923 — which it was not — this section must have worked an implied repeal of that Act. S. 29 of the Mohammedans Ordinance prescribes five text books on Mohammedan law as